REMARKS/ARGUMENTS

Claims 1-11, 14, and 17-22 are pending.

Claims 12-13, 15-16, and 23-25 have been cancelled.

Claims 26-32 have been added.

In the Office Action dated January 9, 2009, claims 16-18 were objected to; claims 1-5 were rejected under 35 U.S.C. § 103(a) as unpatentable over Cellular Service Report Who Needs a Cell Phone - Dialog file 646:00005704 (CSR) in view of Californians Find Strings Attached to Wireless Service - Dialog file 20:03945810 (Californians) and further in view of Call Waiting - Dialog file 148:12453235 (Call Waiting); claim 6 was rejected under 35 U.S.C. § 103(a) as unpatentable over CSR in view of Californians and Call Waiting in view of A World Without Wires (Dialog file 647:01219180); claims 7-14, 16, 18-23 and 25 were rejected under 35 U.S.C. § 103(a) as being unpatentable over CSR and Californians and Call Waiting in view of U.S. Publication No. 2002/0198929 (Jones); and claims 17 and 24 were rejected under 35 U.S.C. § 103(a) as unpatentable over CSR, Californians and Call Waiting in view of Dialog file 647:01219180 and Jones.

CLAIM OBJECTION

Claim 16 has been cancelled to render the objection of that claim moot. Claims 17 and 18 have been amended to depend from claim 14.

Withdrawal of the claim objection is respectfully requested.

REJECTION UNDER 35 U.S.C. § 103 OVER CSR, CALIFORNIANS, AND CALL WAITING

It is respectfully submitted that independent claim 1 is non-obvious over CSR, Californians, and Call Waiting.

To make a determination under 35 U.S.C. § 103, several basic factual inquiries must be performed, including determining the scope and content of the prior art, and ascertaining the differences between the prior art and the claims at issue. *Graham v. John Deere Co.*, 383 U.S. 1, 17, 148 U.S.P.Q. 459 (1965). Moreover, as held by the U.S. Supreme Court, it is important to identify a reason that would have prompted a person of

ordinary skill in the art to combine reference teachings in the manner that the claimed invention does. *KSR International Co. v. Teleflex, Inc.*, 127 S. Ct. 1727, 1741, 82 U.S.P.Q.2d 1385 (2007).

Here, the hypothetical combination of the references would not have disclosed or hinted at the following element of claim 1:

> entering into a plurality of agreements, each of which is between the vendor and a different one of the purchasers, wherein the agreements specify that the vendor retains a right to use processing resources of the corresponding computers after the sale of the computers.

CSR describes cellular service providers entering into contracts with subscribers that specify allowances of air time. CSR, ¶ 16. As further described by CSR, a cellular plan includes a choice of cell phone equipment as part of the service package. *Id.*, ¶ 27. Californians also describe calling packages that require subscribers to commit to the service for a set period. Californians, ¶ 9.

Thus, CSR and Californians both refer to cellular service providers that provide contracts for service packages that include cell phones. However, entering into a contract between a cellular service provider and a subscriber, where the subscriber subscribes to use of the cellular network of the cellular service provider, is different from entering into an agreement between a vendor of a computer and a purchaser, where the agreement specifies that the vendor retains a right to use a processing resource of the computer.

The Office Action stated that when a subscriber enters into an agreement with a cellular service provider, as taught by CSR and Californians, the subscribers agree to a long term contract with the cellular service provider, and the subscriber's phone would work only in the service provider's network. 1/9/2009 Office Action at 3. The Office Action then argued that when a subscriber enters into a contract with a cellular service provider, the service provider is allowed to access the phone resources, "as said service provider is the only one allowed to provide network connection to said phone." *Id.* at 14-15. However, a service provider being the only one being able to provide a network connection to a phone of a subscriber is completely different from the subject matter of claim 1, in which an agreement specifies that the vendor retains a right to use a processing resource of the computer.

In a cellular network, when a user desires to use the network, the user would activate a button on the cell phone to cause the cell phone to send a message requesting establishment of a call. In this context, there is no agreement by the vendor to retain a right to use a processing resource of a computer. Similarly, a cellular network can page a cell phone of a subscriber – in paging the cell phone, the cellular network sends a message to the cell phone to cause the cell phone to respond for the purpose of establishing a call. Again, the ability of the phone to respond to a page from the cellular network does not provide any hint of entering into an agreement between a vendor and a purchaser where the agreement specifies that a vendor retains a right to use a processing resource of a computer.

The Call Waiting reference was cited by the Examiner as purportedly disclosing an Internet service provider. 1/9/2009 Office Action at 4. Specifically, the Office Action cited ¶ 21 of Call Waiting, which refers to Sprint PCS bundling news and information services into its package of wireless Internet offerings. There is no hint here of a vendor entering into an agreement with a purchaser of a computer from the vendor, where the agreement specifies that the vendor retains a right to use a processing resource of the computer.

Therefore, even if CSR, Californians, and Call Waiting were to be hypothetically combined, the hypothetical combination of the references would not have led to the claimed subject matter.

Moreover, the concept of entering into a contract between a cellular service provider and a subscriber to use cell phone services of the cellular network provided by the cellular service provider, is completely different from the context of claim 1, where the right to use of a processing resource of a computer is retained by a vendor of the computer. Therefore, a person of ordinary skill in the art looking in the teachings of the cited references, would not have been prompted to combine these teachings to achieve the claimed subject matter.

Claim 1 is therefore allowable over CSR, Californians, and Call Waiting.

REJECTION UNDER 35 U.S.C. § 103 OVER CSR, CALIFORNIANS, CALL WAITING AND JONES

Independent claim 14 was rejected as being purportedly obvious over CSR, Californians, Call Waiting and Jones. The obviousness rejection is defective for at least the reason that CSR, Californians, and Call Waiting do not disclose or hint at entering into an agreement between a vendor of a device and a purchaser, where the vendor retains a right to use a portion of an embedded processor of the device after the sale of the device. Jones was cited by the Office Action as purportedly disclosing a "predetermined minimum number of said devices for creating a network." 1/9/2009 Office Action at 9. However, Jones does not provide any hint of entering into an agreement between a vendor and a purchaser to retain a right to use a portion of the embedded processor of a device after the sale of the device by the vendor.

Therefore, in view of the foregoing, claim 14 is clearly non-obvious over CSR, Californians, Call Waiting, and Jones.

Independent claim 21 is similarly allowable over the same references.

CONCLUSION

Dependent claims, including newly added dependent claims 26-32, are allowable for at least the same reasons as corresponding independent claims. In view of the allowability of base claims, it is respectfully submitted that the obviousness rejections of dependent claims have been overcome.

Allowance of all claims is respectfully requested.

The Commissioner is authorized to charge any additional fees and/or credit any overpayment to Deposit Account No. 08-2025 (10018453-1).

Respectfully submitted,

Date: April 9, 2009

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